

A G. Contract No KR96-0029TRN
ADOT ECS File No. JPA 96-03
Project: F-055-1-508
Tracts: H 3723 01 C
Section: City of Coolidge

**INTERGOVERNMENTAL AGREEMENT
LANDSCAPE MAINTENANCE
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF COOLIDGE**

THIS AGREEMENT is entered into 23 February, 1996
pursuant to Arizona Revised Statutes Sections 11-951 through 11-954, as amended
between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF
TRANSPORTATION (the "State") and the City of Coolidge, acting by and through its
Mayor and City Council, (the "City")

I. RECITALS

1 the State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. It is to the mutual advantage of the State and the City to landscape certain areas within the right of way on State Route 87 at the following location.

From centerline roadway station 10+10 to centerline roadway
station 39+85 , a net distance of approximately 0.56 miles.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. <u>20527</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>02/23/96</u>
<u>Jane Lee Hall</u> Secretary of State
By <u>Vicky Greenwood</u>

II. SCOPE OF WORK

1. The State will prepare landscape architectural plans for the landscaping and irrigation project and submit them to the City for concurrence.

2. After City concurrence of the plans, the project will be constructed by the State, using State funds. Upon completion of the work the City shall reimburse the State twenty five percent (25%) of the landscape contract cost.

3. The City shall request the Arizona Water Company to furnish and install necessary water services from water mains to the designated locations within the right of way at the State's expense.

4. The City shall pay for all water for landscape installation during the construction phase, and all water thereafter necessary to properly maintain the landscape.

5. After construction, the City shall maintain the irrigation system including all testing, adjusting, repairing and operation of the irrigation system, and shall furnish all electrical power necessary to operate the irrigation system.

6. The City hereby agrees to maintain the landscaping. Maintenance shall consist of the care of all landscaping in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying insecticide/herbicide sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping as it was designed, and established at the completion of the project. The City will not make any changes, additions or deletions without written approval of the State. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the Arizona Department of Transportation's "Uniform Traffic Control Manual."

III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.

2. The terms, conditions and provisions of this agreement shall remain in full force and effect for a period of five (5) years from the effective date, unless this Agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by the State at any time upon sixty (60) days written notice. It is understood and agreed that, in the event this agreement is terminated by the City, the State shall in no way be obligated to maintain said landscaping.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereby agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17th Avenue, Mail Drop 616E
Phoenix, AZ. 85007

City of Coolidge
City Manager
130 West Central Avenue
Coolidge, AZ. 85228

7. Attached hereto is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.


IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF COOLIDGE


STATE OF ARIZONA

Department of Transportation

By 
TOM SHOPE
Mayor

By 
PETER L. ENO
Contract Administrator

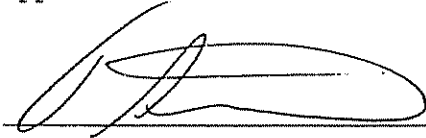
ATTEST

By 
LISA PANNELLA
City Clerk

RESOLUTION

BE IT RESOLVED on this 9th day of January 1996, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with with City of Coolidge for the purpose of defining responsibilities for the design, construction and maintenance of a landscaping improvements on SR-87 in the City.

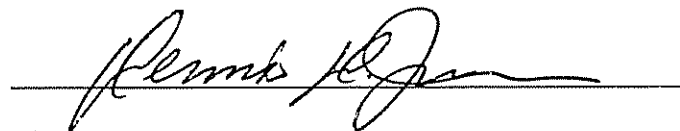
Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.


for LARRY S. BONINE
Director

APPROVAL OF THE COOLIDGE CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF COOLIDGE and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 12 day of Feb, 1995.




City Attorney


MINUTE EXTRACT

I, Lisa Pannella, City Clerk/Finance Director of the City of Coolidge, Arizona, do hereby declare that the following is a true and correct extract of the minutes of the Regular Meeting of the Common Council of the City of Coolidge held on February 12, 1996. All members of the Council were present.

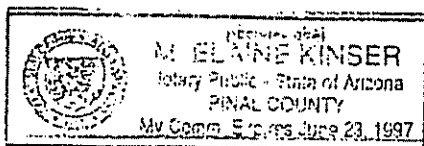
Don Peters, Public Works Director, informed Council that the landscaping project was a part of the State Department of Transportation's five year plan in which the City will reimburse the State for twenty five percent (25%) of the landscaping costs. Following a brief discussion, Councilmember Guinn moved to enter into an Intergovernmental Agreement for landscape maintenance between the State of Arizona and the City of Coolidge. The motion was seconded by Councilmember Giddens and carried unanimously.


Lisa Pannella

The above and foregoing was acknowledged before me by Lisa Pannella, who is the City Clerk/Finance Director for the City of Coolidge, Arizona.


Notary Public

My Commission Expires: 6-23-97





STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

GRANT WOODS
ATTORNEY GENERAL

MAIN PHONE : 542-5025
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INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR96-0029-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 16th day of February, 1996.

GRANT WOODS
Attorney General

A handwritten signature in cursive script, reading "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
9042G